

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

JONATHAN S. SHURBERG, P.C.,  
8720 Georgia Avenue  
Suite 906  
Silver Spring, MD 20910

Plaintiff,

v.

MINNESOTA LAWYERS MUTUAL  
INSURANCE COMPANY,

333 South Seventh Street

Minneapolis, MD 55402

SERVE:

Elizabeth P. Sammis

Interim Maryland Insurance

Commissioner

200 St. Paul Place, Suite 2700

Baltimore, MD 21202-2272

Defendant.

Civil Action No. \_\_\_\_\_

Case No. 10-00000  
MD CTS. & JUD. PROC. CODE ANN. § 3-401  
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**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

COMES NOW the Plaintiff, JONATHAN S. SHURBERG, P.C., by undersigned counsel, Jonathan S. Shurberg, and pursuant to Md. Cts. & Jud. Proc. Code Ann., §§ 3-401 *et seq.*, brings this action against Defendant MINNESOTA LAWYERS MUTUAL (hereinafter, "MLM") and for its cause of action states as follows:

**Jurisdiction and Parties**

1. Plaintiff JONATHAN S. SHURBERG, P.C. is a corporation duly registered under the laws of the State of Maryland, with a principal place of business in Montgomery County, Maryland.

2. Upon information and belief, Defendant MINNESOTA LAWYERS MUTUAL

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is an insurance company licensed to do business in the State of Maryland.

3. This court has personal jurisdiction over the Defendant pursuant to Md. Cts. & Jud. Proc. Code Ann., § 6-102 *et seq.*

4. Venue is appropriate in Montgomery County pursuant to Md. Cts. & Jud. Proc. Code Ann., § 6-201 *et seq.*, as the lawsuit referenced herein is pending in Montgomery County, the actions giving rise to this lawsuit occurred in Montgomery County, and Plaintiff's principal place of business is in Montgomery County.

### **Facts**

5. Plaintiff realleges ¶¶ 1 through 4 as if fully set forth herein.

6. For approximately five (5) years beginning in 2004, Plaintiff was covered by a policy of professional liability insurance coverage with the Defendant.

7. In approximately May, 2009, Plaintiff was notified by a letter from an attorney representing a former client, Rosa de Jesus Peralta (hereinafter, "PERALTA") that he was bringing a claim against Plaintiff.

8. Plaintiff immediately provided notice of the claim that had been received to Defendant MLM.

9. Within one day of said notice, Defendant MLM elected to deny the claim.

10. Subsequently, on August 13, 2009, PERALTA filed suit against Plaintiff for negligence, in Civil Action 318695. Plaintiff was served with the summons and complaint on or about September 19, 2009.

11. Plaintiff provided notice of the lawsuit on or about October 8, 2009 to

Defendant MLM, demanding that it provide a defense to the PERALTA lawsuit.

12. Defendant MLM, apparently maintaining its position, did not respond to Plaintiff's October 8 communication.

13. It is and has been Plaintiff's position that coverage exists under its contract of insurance with Defendant MLM regarding the allegations of the PERALTA complaint, and that Defendant MLM's refusal to provide a defense is a breach of contract.

14. An actual and justiciable controversy exists between the parties regarding the applicability and interpretation of the insurance contract between the parties and applicable Maryland insurance law.

**Prayer for Relief**

WHEREFORE, Plaintiff JONATHAN S. SHURBERG, P.C., by counsel, requests the following relief:

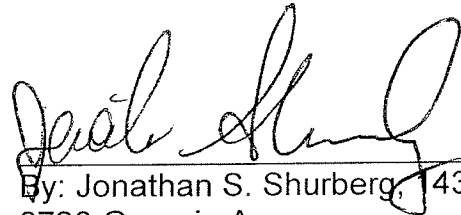
1. That this Court declare that Defendant MLM is obligated to defend and if necessary indemnify Plaintiff against the claims of the PERALTA complaint;
2. That this Court direct Defendant MLM to defend Plaintiff against the PERALTA complaint, and if necessary indemnify Plaintiff for any resulting liability to PERALTA;
3. That this Court order a speedy hearing of this action and advance it on the trial calendar pursuant to Md. Cts. & Jud. Proc. Code Ann., § 3-409(e); and
4. That this Court award Plaintiff the attorney's fees and costs incurred in connection with this matter as well as such other and further relief as the nature of the

cause may require.

Date: July 13, 2010

Respectfully submitted,

JONATHAN S. SHURBERG, P.C.

A handwritten signature in black ink, appearing to read "Jonathan S. Shurberg", is written over a horizontal line.

By: Jonathan S. Shurberg, 4365  
8720 Georgia Avenue  
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